MULTIMEDIA UNIVERSITY

STUDENT IDENTIFICATION NO

MULTIMEDIA UNIVERSITY

FINAL EXAMINATION

T1, 2019/ 2020

BIR7104 – INDUSTRIAL RELATIONS

(All Sections/ Groups)

30th SEPTEMBER 2019
9.00 a.m – 12.00 p.m
(3 Hours)

INSTRUCTIONS TO STUDENTS

1. This question paper consists of **FOUR (4)** pages (including the cover page).

2. Answer **ALL** questions. The marks distributions are given in parentheses.

3. Write all your answers in the **Answer Booklet** provided.

QUESTION 1

Flora Sdn Bhd ('FSB") is a company that specialises in landscaping business. The Managing Director of the Company, Thorn Cactus employs Emily Lilac as a gardening consultant through a letter of appointment which states as follows:

1. You are appointed as a gardening consultant earning a sum of RM 5 000.00 per month.
2. Your working hours are from 7.00 a.m. to 5.00 p.m. You are expected to work overtime when required and you will be adequately paid for any overtime hours that you have contributed.
3. You are expected to log in and log out of work with the punch card that is supplied by FSB.
4. FSB will make statutory deductions on your behalf, including your Employee Provident Fund contributions amounting to 11% of your monthly salary.
5. You are expected to wear boots, safety helmet and gloves supplied by FSB whenever you are doing field work.

Emily Lilac's expertise is well-regarded in the landscaping field and her services are often used by other landscaping companies. FSB has no problems with Emily Lilac doing external work, provided that she pays them 20% of the payment she gets. Emily is hired by BHB Sdn Bhd to design a Roman-themed garden. The letter of appointment states that Emily has to complete and deliver the garden within 6 months of the signing of the contract. Emily is given the freedom to carry out the work whenever she chooses and however she chooses as long as she finishes the project within time. She is also allowed to employ whoever she wishes to work for her but she is responsible for the wages of the person she employs.

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Emily comes to work at FSB late and leaves early. Despite several warnings, Emily did not change her behaviour. As a result of this, FSB dismisses her. BHB Sdn Bhd too terminates Emily's contract with them on similar grounds. Emily now wishes to lodge a complaint against both FSB and BHB with the Industrial Relations Office for wrongful dismissal.

Discuss the industrial relations issues arising therefrom

(25 Marks)

QUESTION 2

Explain at length what is meant by *management prerogative* clause in relation to collective bargaining. Set out the exceptions to this clause and support your answer with the relevant provisions of the law.

(25 Marks)

QUESTION 3

Miley has been working as a personal assistant to Kim, the Office Administrator of Garden Foods Sdn Bhd ("the Company") for the past five years. She started as a junior clerk with a salary of RM 800.00 per month and was promoted a few times to her current position with a salary of RM 2000.00 per month. Miley is generally a good worker but has a problem of getting to work on time. At times. Kim has shouted at her in front of her colleagues and clients, and Miley felt humiliated because of Kim's actions.

Despite several warnings, Miley continued to be late. Kim then informs the matter to the General Manager who issues a letter of suspension to Miley and informs her that there will be a domestic inquiry (DI) convened against her. Meanwhile Miley will be on no-pay suspension until the decision of the Domestic Inquiry.

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A few days later Miley receives a letter from the Company, stating that the documents they have on file clearly shows that Miley has committed a grave misconduct and a domestic inquiry is unnecessary. Miley is dismissed from her job forthwith. She is now threatening to claim wrongful dismissal.

The Company seeks your advice on this matter. You should focus on the guidelines established and the Employment Act 1955 in relation to misconduct.

(25 Marks)

QUESTION 4

Constructive dismissal is a dismissal couched under the pretext of resignation. Discuss and analyse this statement with regards to industrial relations in Malaysia. You must support your answer with necessary and relevant case-law.

(25 Marks)

End of Paper